

1 TRACY L. WILKISON  
Acting United States Attorney  
2 SCOTT M. GARRINGER  
Assistant United States Attorney  
3 Chief, Criminal Division  
JEREMIAH LEVINE (Cal. Bar No. 288377)  
4 Assistant United States Attorney  
Violent and Organized Crime Section  
5 1300 United States Courthouse  
312 North Spring Street  
6 Los Angeles, California 90012  
Telephone: (213) 894-8323  
7 Facsimile: (213) 894-0141  
E-mail: Jeremiah.Levine@usdoj.gov

8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 WILLIAM CECIL ETHERIDGE,

16 Defendant.

No. CR 17-112-JAK-1

PLEA AGREEMENT FOR DEFENDANT  
WILLIAM CECIL ETHERIDGE

17  
18 1. This constitutes the plea agreement between William Cecil  
19 Etheridge ("defendant") and the United States Attorney's Office for  
20 the Central District of California (the "USAO") in the above-  
21 captioned case. This agreement is limited to the USAO and cannot  
22 bind any other federal, state, local, or foreign prosecuting,  
23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to count one of the  
28 indictment in United States v. Etheridge, et al., CR No. 17-112-JAK-

1 1, which charges defendant with Assault With a Dangerous Weapon With  
2 Intent to Do Bodily Harm, in violation of 18 U.S.C. § 113(a)(3).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained  
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered  
7 for service of sentence, obey all conditions of any bond, and obey  
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be  
10 excluded for sentencing purposes under United States Sentencing  
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States  
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the  
16 time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

18 h. Defendant agrees that any and all criminal debt  
19 ordered by the Court will be due in full and immediately. The  
20 government is not precluded from pursuing, in excess of any payment  
21 schedule set by the Court, any and all available remedies by which to  
22 satisfy defendant's payment of the full financial obligation,  
23 including referral to the Treasury Offset Program.

24 i. Complete the Financial Disclosure Statement on a form  
25 provided by the USAO and, within 30 days of defendant's entry of a  
26 guilty plea, deliver the signed and dated statement, along with all  
27 of the documents requested therein, to the USAO by either email at  
28 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial

1 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
2 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
3 criminal debt shall be assessed based on the completed Financial  
4 Disclosure Statement and all required supporting documents, as well  
5 as other relevant information relating to ability to pay.

6 j. Authorize the USAO to obtain a credit report upon  
7 returning a signed copy of this plea agreement.

8 k. Consent to the USAO inspecting and copying all of  
9 defendant's financial documents and financial information held by the  
10 United States Probation and Pretrial Services Office.

11 THE USAO'S OBLIGATIONS

12 3. The USAO agrees to:

13 a. Not contest facts agreed to in this agreement.

14 b. Abide by all agreements regarding sentencing contained  
15 in this agreement.

16 c. At the time of sentencing, move to dismiss the  
17 remaining counts of the indictment as against defendant. Defendant  
18 agrees, however, that at the time of sentencing the Court may  
19 consider any dismissed charges in determining the applicable  
20 Sentencing Guidelines range, the propriety and extent of any  
21 departure from that range, and the sentence to be imposed.

22 d. At the time of sentencing, provided that defendant  
23 demonstrates an acceptance of responsibility for the offense up to  
24 and including the time of sentencing, recommend a two-level reduction  
25 in the applicable Sentencing Guidelines offense level, pursuant to  
26 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
27 additional one-level reduction if available under that section.



1 e. Recommend that defendant be sentenced to a term of  
2 imprisonment no higher than the low end of the applicable Sentencing  
3 Guidelines range, provided that the offense level used by the Court  
4 to determine that range is 20 or higher and provided that the Court  
5 does not depart downward in offense level or criminal history  
6 category. For purposes of this agreement, the low end of the  
7 Sentencing Guidelines range is that defined by the Sentencing Table  
8 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the  
9 term of imprisonment that may be permissible through the substitution  
10 of community confinement or home detention as a result of the offense  
11 level falling within Zone B or Zone C of the Sentencing Table.

12 4. At the time of sentencing, the USAO agrees not to argue  
13 that the Court impose a sentence consecutive to that which defendant  
14 is currently serving.

15 NATURE OF THE OFFENSE

16 5. Defendant understands that for defendant to be guilty of  
17 the crime charged in count one, that is, Assault With a Dangerous  
18 Weapon With Intent to Do Bodily Harm, in violation of  
19 18 U.S.C. § 113(a)(3), the following must be true: (1) defendant  
20 assaulted G.A.G. by intentionally striking or wounding G.A.G. using a  
21 display of force that reasonably caused him to fear immediate bodily  
22 harm; (2) defendant acted with the intent to do bodily harm to  
23 G.A.G.; (3) defendant used a dangerous weapon, specifically, shoes or  
24 a cane, when he assaulted G.A.G.; (4) the assault took place at the  
25 United States Penitentiary at Victorville, California; and (5) shoes  
26 and a cane are dangerous weapons when, as in this case, they are used  
27 in a way that is capable of causing death or serious bodily injury.

PENALTIES AND RESTITUTION

1  
2       6. Defendant understands that the statutory maximum sentence  
3 that the Court can impose for a violation of Title 18, United States  
4 Code, Section 113(a)(3) is: 10 years' imprisonment; a five-year  
5 period of supervised release; a fine of \$250,000 or twice the gross  
6 gain or gross loss resulting from the offense, whichever is greatest;  
7 and a mandatory special assessment of \$100.

8       7. Defendant understands that defendant will be required to  
9 pay full restitution to the victim(s) of the offense to which  
10 defendant is pleading guilty. Defendant agrees that, in return for  
11 the USAO's compliance with its obligations under this agreement, the  
12 Court may order restitution to persons other than the victim of the  
13 offense to which defendant is pleading guilty and in amounts greater  
14 than those alleged in the count to which defendant is pleading  
15 guilty. In particular, defendant agrees that the Court may order  
16 restitution to any victim of any of the following for any losses  
17 suffered by that victim as a result: (a) any relevant conduct, as  
18 defined in U.S.S.G. § 1B1.3, in connection with the offense to which  
19 defendant is pleading guilty; and (b) any counts dismissed pursuant  
20 to this agreement as well as all relevant conduct, as defined in  
21 U.S.S.G. § 1B1.3, in connection with those counts.

22       8. Defendant understands that supervised release is a period  
23 of time following imprisonment during which defendant will be subject  
24 to various restrictions and requirements. Defendant understands that  
25 if defendant violates one or more of the conditions of any supervised  
26 release imposed, defendant may be returned to prison for all or part  
27 of the term of supervised release authorized by statute for the  
28 offense that resulted in the term of supervised release, which could



1 result in defendant serving a total term of imprisonment greater than  
2 the statutory maximum stated above.

3 9. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury.  
7 Defendant understands that he is pleading guilty to a felony and that  
8 it is a federal crime for a convicted felon to possess a firearm or  
9 ammunition. Defendant understands that the convictions in this case  
10 may also subject defendant to various other collateral consequences,  
11 including but not limited to revocation of probation, parole, or  
12 supervised release in another case and suspension or revocation of a  
13 professional license. Defendant understands that unanticipated  
14 collateral consequences will not serve as grounds to withdraw  
15 defendant's guilty plea.

16 10. Defendant and his counsel have discussed the fact that, and  
17 defendant understands that, if defendant is not a United States  
18 citizen, the conviction in this case makes it practically inevitable  
19 and a virtual certainty that defendant will be removed or deported  
20 from the United States. Defendant may also be denied United States  
21 citizenship and admission to the United States in the future.  
22 Defendant understands that while there may be arguments that  
23 defendant can raise in immigration proceedings to avoid or delay  
24 removal, removal is presumptively mandatory and a virtual certainty  
25 in this case. Defendant further understands that removal and  
26 immigration consequences are the subject of a separate proceeding and  
27 that no one, including his/her attorney or the Court, can predict to  
28 an absolute certainty the effect of his conviction on his immigration

1 status. Defendant nevertheless affirms that he wants to plead guilty  
2 regardless of any immigration consequences that his plea may entail,  
3 even if the consequence is automatic removal from the United States.

4 11. Defendant understands that, if defendant is not a United  
5 States citizen, the felony conviction in this case may subject  
6 defendant to: removal, also known as deportation, which may, under  
7 some circumstances, be mandatory; denial of citizenship; and denial  
8 of admission to the United States in the future. The Court cannot,  
9 and defendant's attorney also may not be able to, advise defendant  
10 fully regarding the immigration consequences of the felony conviction  
11 in this case. Defendant understands that unexpected immigration  
12 consequences will not serve as grounds to withdraw defendant's guilty  
13 plea.

14 FACTUAL BASIS

15 12. Defendant admits that defendant is, in fact, guilty of the  
16 offense to which defendant is agreeing to plead guilty. Defendant  
17 and the USAO agree to the statement of facts provided below and agree  
18 that this statement of facts is sufficient to support a plea of  
19 guilty to the charge described in this agreement and to establish the  
20 Sentencing Guidelines factors set forth in paragraph 14 below but is  
21 not meant to be a complete recitation of all facts relevant to the  
22 underlying criminal conduct or all facts known to either party that  
23 relate to that conduct.

24 On July 28, 2016, at the United States Penitentiary at  
25 Victorville ("FCI Victorville"), in the Central District of  
26 California, defendant, an inmate at FCI Victorville, and another  
27 inmate assaulted victim G.A.G. in a shower stall located in the  
28 prison's General Housing Unit. G.A.G. was naked during the assault,



1 while defendant and the other attacker were clothed. During the  
2 assault, defendant punched victim G.A.G., beat him with victim  
3 G.A.G.'s own cane, and kicked victim G.A.G. with shoes in a way that  
4 was capable of causing serious bodily injury to victim G.A.G., and  
5 with a display of force that reasonably caused victim G.A.G. to fear  
6 immediate bodily harm. Victim G.A.G. was then thrown out of the  
7 shower stall and onto the floor. While victim G.A.G. was naked and  
8 on his hands and knees on the floor, defendant and another inmate  
9 continued to punch victim G.A.G. and kick victim G.A.G. with shoes in  
10 the face, head, and torso, in a way that was capable of causing  
11 serious bodily injury to victim G.A.G. During the assault, G.A.G.  
12 did not fight back. The weapons in this case, shoes and a cane, were  
13 used in ways that could have led to death or serious bodily injury.  
14 Because of the assault, victim G.A.G. suffered serious bodily injury,  
15 specifically, extreme pain, contusions to his head, a swollen lip,  
16 nausea, and dizziness. During the assault, defendant intended to do  
17 bodily harm to victim G.A.G.

18 On August 11, 2016, at FCI Victorville, in the Central District  
19 of California, while defendant was an inmate at FCI Victorville,  
20 defendant and two other inmates repeatedly and intentionally punched  
21 and kicked fellow inmate and victim W.O.A. in the head and torso.  
22 Once victim W.O.A. fell to the ground from the beating, defendant and  
23 his two co-defendants continued to stomp on him and kick him.  
24 Defendant's assault on victim W.O.A. lasted approximately 50 seconds,  
25 causing W.O.A. bodily injury that required medical attention,  
26 specifically, bruises on his forehead, abrasions, and pain in his  
27 abdomen.



SENTENCING FACTORS

13. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

14. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	[14]	[U.S.S.G. § 2A2.2(a)]
Using a dangerous weapon:	[+4]	[U.S.S.G. § 2A2.2(b) (2) (B)]
Inflicting serious bodily injury:	[+5]	[U.S.S.G. § 2A2.2(b) (3) (B)]

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. Defendant understands that defendant's offense level could be increased if defendant is a career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's offense level is so altered, defendant and the USAO will not be bound by the agreement to Sentencing Guideline factors set forth above.

15. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

1           16. Defendant and the USAO reserve the right to argue for a  
2 sentence outside the sentencing range established by the Sentencing  
3 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
4 (a)(2), (a)(3), (a)(6), and (a)(7).

5                           WAIVER OF CONSTITUTIONAL RIGHTS

6           17. Defendant understands that by pleading guilty, defendant  
7 gives up the following rights:

8                   a. The right to persist in a plea of not guilty.

9                   b. The right to a speedy and public trial by jury.

10                  c. The right to be represented by counsel -- and if  
11 necessary have the Court appoint counsel -- at trial. Defendant  
12 understands, however, that, defendant retains the right to be  
13 represented by counsel -- and if necessary have the Court appoint  
14 counsel -- at every other stage of the proceeding.

15                  d. The right to be presumed innocent and to have the  
16 burden of proof placed on the government to prove defendant guilty  
17 beyond a reasonable doubt.

18                  e. The right to confront and cross-examine witnesses  
19 against defendant.

20                  f. The right to testify and to present evidence in  
21 opposition to the charges, including the right to compel the  
22 attendance of witnesses to testify.

23                  g. The right not to be compelled to testify, and, if  
24 defendant chose not to testify or present evidence, to have that  
25 choice not be used against defendant.

26                  h. Any and all rights to pursue any affirmative defenses,  
27 Fourth Amendment or Fifth Amendment claims, and other pretrial  
28 motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

18. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19. Defendant agrees that, provided the Court imposes a total term of imprisonment within or below the range corresponding to an offense level of 20 and the criminal history calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).



1        20. The USAO agrees that, provided (a) all portions of the  
2 sentence are at or below the statutory maximum specified above and  
3 (b) the Court imposes a term of imprisonment of within or above the  
4 range corresponding to an offense level of 20 and the criminal  
5 history calculated by the Court, the USAO gives up its right to  
6 appeal any portion of the sentence, with the exception that the USAO  
7 reserves the right to appeal the amount of restitution ordered.

8        21. Defendant also gives up any right to bring a post-  
9 conviction collateral attack on the conviction or sentence, including  
10 any order of restitution, except a post-conviction collateral attack  
11 based on a claim of ineffective assistance of counsel, a claim of  
12 newly discovered evidence, or an explicitly retroactive change in the  
13 applicable Sentencing Guidelines, sentencing statutes, or statutes of  
14 conviction. Defendant understands that this waiver includes, but is  
15 not limited to, arguments that the statute to which defendant is  
16 pleading guilty is unconstitutional, and any and all claims that the  
17 statement of facts provided herein is insufficient to support  
18 defendant's plea of guilty.

19        22. This agreement does not affect in any way the right of the  
20 USAO to appeal the sentence imposed by the Court.

21                    RESULT OF WITHDRAWAL OF GUILTY PLEA

22        23. Defendant agrees that if, after entering a guilty plea  
23 pursuant to this agreement, defendant seeks to withdraw and succeeds  
24 in withdrawing defendant's guilty plea on any basis other than a  
25 claim and finding that entry into this plea agreement was  
26 involuntary, then (a) the USAO will be relieved of all of its  
27 obligations under this agreement; and (b) should the USAO choose to  
28 pursue any charge that was either dismissed or not filed as a result

1 of this agreement, then (i) any applicable statute of limitations  
2 will be tolled between the date of defendant's signing of this  
3 agreement and the filing commencing any such action; and  
4 (ii) defendant waives and gives up all defenses based on the statute  
5 of limitations, any claim of pre-indictment delay, or any speedy  
6 trial claim with respect to any such action, except to the extent  
7 that such defenses existed as of the date of defendant's signing this  
8 agreement.

9 24. Defendant agrees that if the count of conviction is  
10 vacated, reversed, or set aside, or the enhancements for use of a  
11 dangerous weapon and serious bodily injury imposed by the Court to  
12 which the parties stipulated in this agreement is vacated or set  
13 aside, both the USAO and defendant will be released from all their  
14 obligations under this agreement.

15 EFFECTIVE DATE OF AGREEMENT

16 25. This agreement is effective upon signature and execution of  
17 all required certifications by defendant, defendant's counsel, and an  
18 Assistant United States Attorney.

19 BREACH OF AGREEMENT

20 26. Defendant agrees that if defendant, at any time after the  
21 signature of this agreement and execution of all required  
22 certifications by defendant, defendant's counsel, and an Assistant  
23 United States Attorney, knowingly violates or fails to perform any of  
24 defendant's obligations under this agreement ("a breach"), the USAO  
25 may declare this agreement breached. All of defendant's obligations  
26 are material, a single breach of this agreement is sufficient for the  
27 USAO to declare a breach, and defendant shall not be deemed to have  
28 cured a breach without the express agreement of the USAO in writing.



1 If the USAO declares this agreement breached, and the Court finds  
2 such a breach to have occurred, then: (a) if defendant has previously  
3 entered a guilty plea pursuant to this agreement, defendant will not  
4 be able to withdraw the guilty plea, and (b) the USAO will be  
5 relieved of all its obligations under this agreement.

6 27. Following the Court's finding of a knowing breach of this  
7 agreement by defendant, should the USAO choose to pursue any charge  
8 that was either dismissed or not filed as a result of this agreement,  
9 then:

10 a. Defendant agrees that any applicable statute of  
11 limitations is tolled between the date of defendant's signing of this  
12 agreement and the filing commencing any such action.

13 b. Defendant waives and gives up all defenses based on  
14 the statute of limitations, any claim of pre-indictment delay, or any  
15 speedy trial claim with respect to any such action, except to the  
16 extent that such defenses existed as of the date of defendant's  
17 signing this agreement.

18 c. Defendant agrees that: (i) any statements made by  
19 defendant, under oath, at the guilty plea hearing (if such a hearing  
20 occurred prior to the breach); (ii) the agreed to factual basis  
21 statement in this agreement; and (iii) any evidence derived from such  
22 statements, shall be admissible against defendant in any such action  
23 against defendant, and defendant waives and gives up any claim under  
24 the United States Constitution, any statute, Rule 410 of the Federal  
25 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
26 Procedure, or any other federal rule, that the statements or any  
27 evidence derived from the statements should be suppressed or are  
28 inadmissible.



COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICESOFFICE NOT PARTIES

28. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

29. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 14 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

30. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant  
2 understands that no one -- not the prosecutor, defendant's attorney,  
3 or the Court -- can make a binding prediction or promise regarding  
4 the sentence defendant will receive, except that it will be within  
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 31. Defendant understands that, except as set forth herein,  
8 there are no promises, understandings, or agreements between the USAO  
9 and defendant or defendant's attorney, and that no additional  
10 promise, understanding, or agreement may be entered into unless in a  
11 writing signed by all parties or on the record in court.

12 ///

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

TRACY L. WILKISON  
Acting United States Attorney

Jeremiah Levine  
JEREMIAH LEVINE  
Assistant United States Attorney

December 2, 2021

Date

✓ William Etheridge  
WILLIAM CECIL ETHERIDGE  
Defendant

12-1-21  
Date

Robert Scott  
ROBERT SCOTT  
Attorney for Defendant William  
Cecil Etheridge

12/1/21  
Date



CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
WILLIAM CECIL ETHERIDGE  
Defendant

12-1-21  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am WILLIAM CECIL ETHERIDGE's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
\_\_\_\_\_  
ROBERT SCOTT  
Attorney for Defendant William  
Cecil Etheridge

12/1/21  
\_\_\_\_\_  
Date